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FROM ROGITZ 619 338 8078

CASE NO.: STL9-2000-0035-USI

Serial No.: 09/922,182

October 20, 2004

Page 2

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application into evidence and discussing where the relied-upon subject matter from Kim et al. is supported

in it. The rejections based on Kim et al. are overcome.

Further, contrary to what is alleged paragraphs 77 and 78 of Kim et al. does not teach an advertising

history window displaying Internet content composed of plural advertisements as recited in, e.g., Claim 1.

Rather, what these sections teach is the opposite: "an AD is presented in the entire display pane", line 6 of

paragraph 77 (emphasis mine); "an AD [is overlaid] on the pane so that the entire display is replaced by the

presentation", lines 4-5 of paragraph 78 (emphasis mine).

Applicant does not acquiesce that the tags of, e.g., Claim 2 are obvious in light of Kim et al. As

admitted in the Office Action, Kim et al. does not teach these tags. That makes them nonobvious, absent

evidence of record showing a prior art suggestion to use tags in the context of Kim et al. that would arrive

at the present claims, MPEP §2143.01. A general allegation that tags are known, based on personal

knowledge of an examiner, is an inadequate substitute for the legal requirement to show where the prior art

suggests a modification, in order to support a prima facie case of obviousness. Here, Applicant is not

claiming "tags" in a vacuum, but rather in the specific combination of other elements that simply can't be

dismissed on the basis of an allegation that one of the elements, standing alone, is well known.

With respect to the continued rejections based on Barnett et al. and Landsman et al., the examiner

responds to Applicant's previous point that Barnett et al. does not automatically download its coupons by

referring Applicant to col. 5, lines 35-46 and alleging that this section teaches "automatically downloading".

That is misleading. What the relied-upon section of Barnett et al. teaches is automatically deleting coupons,

and automatically updating them, but not automatically downloading them as recited in the present claims.

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